

DETAILED TENDER DOCUMENT

ODISHA STATE CO-OPERATIVE MARKETING FEDERATION LTD.

(MARKFED – ODISHA)

BHUBANESWAR

At- Old Station Road,

Dist: - Khurda (Odisha), Pin-751006

Tel: 2310626, Fax: (0674) 2311149,

E. Mail: odishamarkfed@gmail.com

Web-site: www.markfedodisha.nic.in

**Tender Notice, Detail Tender Call Notice (DTCN) for providing personnel by
Manpower Service providing Agencies
(1 to 43 Pages)**

Cost of Tender document : Rs. 3,000.00

(Those who download the tender document from govt. of Odisha tender Website/ MARKFED website should enclose a DD for Rs.3000.00 towards cost of tender (bid) document).

Signature of Issuing Authority

Signature of the tenderer

MARKFED- ODISHA

(Odisha State Co-operative Marketing Federation Ltd.)

Old Station Road, Bhubaneswar-751006

Tel. No.-(0674) 2310626 FAX No.-(0674) 2311149

e.mail: odishamarkfed@gmail.com

web-site: www.markfedodisha.nic.in

Tender Notice No-----/ EG /08/2016-17 to 20-21(Part-II)

Dated:

TENDER CALL NOTICE

Sealed Tenders (Two Bids) are invited from registered Manpower Service Providing Firms / Agencies for providing services of personnel for the year, 2020-21 to be deployed in branches of Area Offices, Unit Offices, purchase centers, godowns & Head Office of MARKFED for a period of one year. **For details please visit Government of Odisha Tender website (www.odisha.gov.in) or MARKFED web-site (www.markfedodisha.nic.in) or Cooperation Department, Government of Odisha website (www.coopodisha.in).** Any revision, clarification, addendum, corrigendum, time-extension etc. to the above mentioned tender notice will be hoisted on MARKFED website only. No separate notification shall be issued in the press.

Managing Director

Signature of Issuing Authority

Signature of the tenderer

**ODISHA STATE COOPERATIVE MARKETING FEDERATION
LTD.(MARKFED,ODISHA)
OLD STATION ROAD, BHUBANESWAR-751 006**

TENDER DOCUMENT

The Managing Director, MARKFED invites sealed Tenders from reputed registered Manpower Service Providers/ Agencies for providing Services of personnel to MARKFED.

IMPORTANT INFORMATIONS:-

1. Name of the work: **Providing services of Personnel to MARKFED on out-sourcing basis.**

1. (a) Availability of Tender Document (Can be downloaded from Government of Odisha Tender website (www.odisha.gov.in), MARKFED web-site (www.markfedodisha.nic.in) or Cooperation Deptt. Website (www.coopodisha.in)).

1.(b) Last Date and time for submission of Sealed Tender Document on 18/12/2020 (upto 02.00PM)

1. (C) Mode of submission of tender:- **Tenders addressed to the Managing Director , MARKFED should be submitted by Speed Post or Registered Post Only.** Tenders submitted by any other mode will **not be accepted & rejected summarily**. The Bid document should reach the Office of the undersigned within the scheduled period or otherwise it will be treated as non-responsive Bid and shall not be opened for consideration by the tender opening Committee.

2. Technical Bid to be opened on : 18 / 12 / 2020 at 03.00 P.M.

3. Presentation of Technical Bid & evaluation: 21/12/2020 at 3.00 PM

4. Financial Bids of eligible Technical Bidders to be opened on: 22/12/2020 at 3.00P.M.

5. Contract period : 1 (One) year from the date of commencement of Agreement.

6. Cost of Bid document:-Rs. 3,000.00 (Rupees three thousand only).

XXXXXXXX

Signature of Issuing Authority

Signature of the tenderer

CONTENTS OF TENDER DOCUMENT

Sl.No.	Description of Contents	Page Number
1	Bid covering letter	
2.	Scope of work and general instructions for bidders.	
3.	Technical parameters (Educational) of diff. category of manpower to be deployed in MARKFED by the Service Provider.	
4.	Tender Application - Technical Bid	
4 (i)	Declaration by the bidder (Annexure-1)	
4(ii)	Authorization letter (Annexure-2)	
4 (iii)	Check list of Documents to be provided with the Technical Bid in chronological order for arrangement of documents. (Annexure-3)	
5	Application - Financial Bid	
5(i).	Declaration by bidder (Annexure-4)	
5(ii)	Certificate for non participation of near relatives (Annexure-5).	
6.	Terms and Conditions	
7.	Declaration by bidder regarding blacklisting (Annexure-6)	
8.	Documents to be submitted by the successful manpower.	

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BIDDER'S COVERING LETTER

To,

The Managing Director,
MARKFED-Odisha,
Old-Station Road, Bhubaneswar -6

Ref: Tender no: _____/EG/08/2016-17 to 20-21(Part-II) dated ____/____/2020.

Dear Sir,

Having gone through and examined the terms & conditions of bid document for 2020-21, specifications and with full understanding of its implications, the receipt of which is hereby duly acknowledged, we the undersigned confirm to execute the work shown in the scope of work and jurisdiction of contract as well as schedule of prices attached herewith and made part of this.

We undertake that, ours is a registered company and if our bid is accepted, we shall execute the work in accordance with specifications, time limits and terms & conditions stipulated in the tender documents. If our bid is accepted, we shall deposit the performance Guarantee (P.G) as per the conditions mentioned in the contract.

We agree to abide by this bid from the date of submission of bid document and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal agreement is prepared and executed, this bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Bid submitted by us is properly prepared and sealed so as to prevent any subsequent alteration or replacement. Along with the bid, I / we have submitted EMD of Rs _____ and Rs. _____ towards cost of tender paper.

Dated this Day of (the month and year)

Signature of Authorized Signatory

In capacity of

Duly authorized to sign the bid for and on behalf of M/s.....

The cost of bid document: Rs.3,000/-(Rupees)only vide crossed
D.D. no. dated Drawn on bank:&
EMD of Rs.3,50,000.00 (Rupees.....)only vide D.D No-----dated-----
drawn on -----.

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SCOPE OF WORK AND GENERAL INSTRUCTION TO BIDDER:**1.1. Service:-**

MARKFED, Bhubaneswar-751006 requires the services of reputed registered, well established and financially sound Manpower Service Providers to provide services of personnel on contract basis in all branches, Area Offices, Paddy Procurement Units & godowns of MARKFED throughout the State as per requirement for day to day work as would be assigned to them.

1.2. Period of Contract:

Under normal circumstances the contract for providing manpower shall be valid up to one year subject to performance based renewal extension each year maximum up to 3 years. The period of contract may be extended beyond the Agreement period provided in the requirement of MARKFED for manpower persists at that time or may be curtailed / terminated before the existing of the Agreement period owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of change in MARKFED's requirements / policy. MARKFED however, reserves the right to terminate this initial contract at any time after giving 30 days notice to the selected Service Provider specifying reasons thereof. However, no formal notice will be sent to the SPA on completion of Agreement period.

1.3. Requirement of man power:

MARKFED has at present tentative requirement of 55 out-sourced personnel at Head Office & other unit offices. Out of which, DEOs - 42, Security personnel- 10, J.E- 2 Nos & one Agril (exten.) The requirement mentioned above is purely indicative only. It may vary from time to time as per requirement of job / organization. There may be addition / deletion of categories and number of requirement.

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2. INSTRUCTIONS TO BIDDERS:

2.1 Minimum eligibility conditions

Bidders should-

- a. Be an Indian company/firm/ Agency financially sound, engaged in providing manpower/ provide services of personnel on contract basis to all units like Area Offices, Procurement Units (PSS), S.E plant, G.F. Plant, Bargarh, Cold Storages & godowns of MARKFED throughout the State as per requirement for day to day work as would be assigned to them by the office of MARKFED, situated at Old-Station Sq. Bhubaneswar -6 within 2 to3 working days or earlier as per terms of placement of order.
- b. Copy of valid Registration Certificate as per existing norms, indicating legal status i.e. company/partnership firm /proprietorship etc. to be produced for verification on demand.
- c. An experienced Service Providing Agency having good track record and client satisfaction of supplying the manpower/ personnel (proof of experience of at least 3 years in supplying manpower to Govt. Deptt / Govt. Agencies to be submitted).
- d. Have been registered with GST Authorities (Copy of GST registration Certificate to be enclosed).
- e. Have PAN/ TIN/GIR allotted to them by concerned Department (Copy of Valid PAN/ TIN/GIR to be enclosed).
- f. Copy of the I.T. Return filed for the last three financial years;
- g. Valid copies of E.P.F. and E.S.I Registration Certificates.
- h. Copy of the GST Payment Certificate.
- i. Copy of Labour license / Registration under contract Labour (Regulation & Control Act, 1970 be enclosed).
- j. Certified extracts of the Bank Account containing transactions during last three years.
- k. Copy of the Registration Certificate under **Private Security Agencies Regulation Act (PSPRA Act 2005)** is required in case of the SPA who will provide security personnel.

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- i. Certificate of declaration regarding blacklisting or otherwise.
- m. The minimum Annual Turnover of the Service Provider shall not be less than Rs. 100.00 lakhs per Annum of each preceding last three Financial Years (Turnover should be in terms of payment received from Agencies).
- n. The bid document duly signed in by the authorized signatory of the tenderer in each and every page is to be submitted as a token of acceptance.

2.2 Cost of bidding:-

1. The bidders shall bear all costs associated with the preparation and submission of the bid. MARKFED-Odisha in no case will be responsible for these costs regardless of the conduct or outcome of the bidding process.
2. Moreover, the interested bidders may download Tender document from **the Government of Odisha Tender website (www.odisha.gov.in)** or **MARKFED web-site (www.markfedodisha.nic.in)** or Cooperation Department, Government of Odisha website (www.coopodisha.in). In such case, the Bidder is to attach a Demand Draft for Rs. 3,000.00/- (Rupees Three thousand) of any Nationalized Bank in favour of 'Odisha State Cooperative Co-operative Marketing Federation Ltd' payable at Bhubaneswar and furnish along-with the Technical- Bid.

2.3. Bid documents:-

Bid document includes: -

- Notice inviting tender, Scope of work, Instruction of bidders
- General terms and conditions
- Bid purchase cost & EMD.
- Letter or authorization for attending bid opening
- Agency details
- Technical & Financial Bid documents
- Terms & Conditions of agreement
- Certificate of declaration regarding blacklisting or otherwise.

2.3.1. The bidder is expected to have examined all instructions, forms, terms and conditions /specification in the Bid Document. Failure to furnish the duly filled in Bid document in every respect will be at the bidders risk and may result in rejection of the Bid (substantially not responsive).

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2.3.2. Any clarification to the query raised by the bidder shall be responded by the Manager (Establishment)/ Secretary, MARKFED.

2.3.3. The prospective bidders should keep their offers valid up to 60 days from the date of tender opening.

2.4 Amendment to bid documents

At any time, prior to the date of submission of Bid, MARKFED-Odisha may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, modify the bid documents by issuing the amendments/ corrigendum in MARKFED website only.

2.5 Rejection of incomplete & conditional tenders:

- i) The incomplete & conditional Bid / tender(s) will not be considered and summarily be rejected. Quoting unrealistic rates will be treated as disqualification.
- ii) Bids submitted without cost of tender paper & EMD amount will be treated as non-responsive and rejected.
- iii) No bidder shall be appointed as a Service Providing Agency (SPA) under this tender process, if s/he or any of her/ his family members has a commercial interest in a business relating to MARKFED-Odisha under any scheme/source.
- iv) Bidders who have been blacklisted / debarred by any State/Central Government PSU, State / Central Government Agencies or State Government/Central Government will be ineligible during the period of such blacklisting or for a period of 5 years from the date of blacklisting/debarment, whichever is earlier.
- v) Any bidder who's Earnest Money Deposit (EMD) has been forfeited by any State/Central Government PSU, State/ Central Government Agencies during the last 5 years will be ineligible (**treated as non-responsive**).
- vi) If the proprietor/any of the partners of the bidder firm/any of the Director of the bidder company have been, at any time, convicted by a court of an offence and sentenced to imprisonment for a period of three years or more, such bid will be ineligible.
- vii) While considering ineligibility arising out of any of the above clause, incurring of any such disqualification in any capacity whatsoever (even as a proprietor, partner in another firm, or as director of a company etc.) will render the bidder disqualified.

MARKFED reserves the right not to consider any Service Providing Agency (SPA/firm/company having any dispute or whose operation is found unsuccessful by the Federation during his previous assignment in MARKFED.

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2.6. Non-transferability:

The tender is non-transferable.

3. Preparation of Bids:

The bidder shall be responsible for all costs incurred in connection with preparation of the bid and participation in the tender process, including, but not limited to, cost incurred in conduct of informative and other diligence activities and all such activities related to the bid process. MARKFED in no case be responsible or liable for payment of those cost regardless of the conduct or outcome of the bidding process.

The bid prepared by the bidder and all correspondences / documents relating to the bid exchanged by the bidder with the MARKFED shall be written in English only.

3.1. Documents comprising the bid:

The bid prepared by the bidder shall enclose valid photocopies of the following documents (self attested), along with the Technical Bid, **failing which their bid shall be summarily/out rightly rejected and shall not be considered any further.**

- i) Documentary evidence in accordance with clause 2.1 establishing that the bidder is eligible to bid and is qualified to perform the contract if his bid accepted be enclosed.
- ii) Particulars against purchase of Tender Paper i.e. the cost of the tender Rs.3,000.00 /-(Rupees three thousand) only in the form of Demand Draft Drawn in favour of MARKFED-Odisha, payable at Bhubaneswar
- iii) EMD of Rs. 3,50,000.00 (Rupees three lakh fifty thousand) only be furnished in accordance with Clause.
- iv) Copy of Registration certificate of the firm for deployment of manpower in all branches, Area Offices, Unit Offices, Procurement units & godowns of MARKFED through-out the State. Subject to the fact that the registered Office of the Service provider is located at Bhubaneswar.
- v) The Copy of partnership Deed or proprietorship deed or articles/ Memorandum of Association as the case may be.
- vi) Have been registered with GST Authorities.(Copy of GST registration Certificate to be enclosed). Have PAN/ TIN/GIR allotted to him/them by concerned Department (Copy of Valid PAN/ TIN/GIR to be enclosed).

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- vii) Sample Copy of the contract orders received from Govt. Deptt. / Govt. Offices / Apex Cooperatives, PSU and others may be enclosed with the bid document. A check-list of above valid orders F.Y-2019-20 be submitted with the Technical bid.

The Bidders must produce original copies of above mentioned certificates and failure to produce any or all document before Tender Committee on demand, the tender will be rejected.

3.2 Conditional bids:-

The **conditional bids** shall not be considered and will be out-rightly rejected at very first instance. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. **No overwriting or cutting is permitted in the Technical & Financial Bid Form. In such cases, the tender shall be summarily rejected.**

4. Age limit & Educational Qualifications of Manpower to be provided:

Age limit & Educational Qualifications of Manpower to be provided different categories of manpower / personnel to be deployed in MARKFED has been indicated in the tender document.

5. Bid prices/ rate:

Bidder/ Tenderer is to submit tender for all categories of personnel. The rates/ prices should be quoted in Indian Rupees only in words as well as figures. Remunerations, EPF, ESI, Service Charge, GST& other statutory dues etc. as per format enclosed in Financial Bid should be taken into account for quoting rate per unit .

5.1 Rates/ should be valid from the date of signing of the agreement. Rates / prices should remain fixed during the entire period of the contract. i.e. one year and shall not be subject to variation on any account. However, in case of change in tariff by Govt. the benefit shall be passed on to the selected service provider for onward extension to the personnel as per rule, on approval of the Managing Director, MARKFED. No claim for compensation or loss due fluctuations or any other reasons / causes will be entertained so-motu.

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5.2 The wages paid shall not be less than the minimum wages fixed / Notified by the Labour & ESI Deptt. in their latest circular / revised remunerations circular issued by Finance Deptt. Odisha.

5.3 A bid submitted with an adjustable price quotation will be treated **as non responsive** and will be rejected.

5.4 The successful bidder shall furnish **performance guarantee (P.G)** of Rs.5,00,000.00(Rupees five lakhs) only within 7 days of issue of intimation.

5.4.1 The successful tenderer will have to deposit a **Performance Security Deposit(performance guarantee i.e. P.G)** of Rs.5,00,000/- (Rupees five Lakhs) only in shape of Demand Draft from any Nationalized Bank drawn in favour of 'Odisha State Cooperative Marketing Federation Ltd' payable at Bhubaneswar. In case, the contract is further extended beyond the initial period, the Performance Security Deposit will remain with MARKFED covering the period of extended contract period and further period beyond the extended contract period. The P.G deposited with MARKFED is **interest free**.

6. Bid Security / Earnest Money Deposit(EMD):

6.1 EMD of Rs. 3,50,000.00 (Rupees three lakh fifty thousand) only in the form of demand draft from any Nationalized bank drawn in favour of MARKFED–Odisha payable at Bhubaneswar shall accompany with the bid. **The EMD is interest free.**

6.2 EMD shall remain valid for a period of 60 days beyond the final validity period of bid.

6.3 A bid received without EMD shall be rejected as non responsive at the bid opening stage and returned to the bidder.

6.4 The submission of EMD is compulsory all the bidders and no exemption will be granted for submission of EMD on any case.

6.5 EMD of lesser amount/ EMD not submitted in the manner prescribed above will be rejected.

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6.6 The EMD of unsuccessful bidder will be discharged / returned to them within 30 days after finalization of successful bidder, without any interest.

7 The bid security may be forfeited:

A) If a bidder withdraws his bid during the period of bid validity.

B) In case of successful bidder, if the bidder fails to

i) Sign the contract.

ii) Furnish the performance guarantee (P.G) within the specified time.

8. Period of validity of bids:

The bid shall remain valid and open for acceptance for a period of 90 days from the last date fixed for receiving the same. A bid valid for a shorter period shall be rejected by the MARKFED as non responsive.

9. Singing of the Bids:

9.1 All the pages of the bid document have been numbered consecutively and shall be signed by the bidder as proof of having read the contents therein and in acceptance thereof.

9.2 All entries in the bid form should be legible and filled clearly in English only. If the space for furnishing information is not sufficient, separate sheet duly signed by the authorized signatory may be attached.

9.3 The bid shall contain no interlineations & overwriting.

10. Submission of Bid : Submission of the bid shall be deemed to have done after careful study and examination of tender document with full understanding of its implications.

11. Sealing, Marking & Submission

i) The bid shall be submitted in accordance with the procedure detailed herein.

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- ii) Specified documents shall be enclosed in envelop of appropriate size each of which shall be sealed.

12. Envelope No.1 shall contain (Technical-Bid) alongwith;

- i) The Technical bid alongwith bid document cost & bid security (EMD) as indicated in these instructions to bidders.
- ii) All the information and documents in the same serial order as given in this tender documents. A bid covering letter also should accompany the bid, in envelope No-1 duly addressed to the Managing Director, MARKFED-Odisha.

13. Envelope No.2 shall contain (Financial Bid):

The rates / prices of the item in the prescribed financial bid duly filled in and signed and stamped. The bidder must fill up quoted price **against each item** in the space provided in the respective columns. **Financial Bids not quoted for all the items may be summarily rejected.**

14. Third envelope: The above two envelopes shall bear the name of the work i.e. supply of manpower/ personnel to MARKFED along with tender number, due date and time and shall be sealed in a third envelope **(third envelope also should bear the name of the work as described above along with tender number, due date and time) and addressed to the Managing Director, MARKFED.**

- i) If the date on which the tender is opened for acceptance is declared to be a holiday, the tenders shall be deemed to remain open for acceptance on the next working day. The time remains unchanged.
- ii) No Bid should be hand delivered at the address mentioned in notice.
- iii) All the envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened, if required.
- iv). All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. Amounts quoted in figure should be repeated in words and in

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case of any discrepancy, the amounts stated in words shall prevail. **No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected.**

However, the cuttings, if any, in the Technical Bid Application must be initialled by the person authorized to sign the tender bids followed by company seal on it.

15. Deadline for submission of bids

15.1 No bid will be received / accepted after the expiry of the prescribed date and time for submission of the bids (mentioned in important points of bid). Bids received, if any, by the MARKFED after expiry of the deadline/extended deadline for submission will be returned unopened to the bidder.

15.2 Managing Director may at his discretion extend deadline for submission of bids through the issuance of a corrigendum for the reasons mentioned there in which case all rights and obligations of MARKFED and the bidder previously subject to the deadlines shall thereafter be subject to the new deadline as extended. In such case, a corrigendum will be issued in the MARKFED web-site.

15.3 The responsibility for submission for the bid in time should rest with the bidder.

15.4. E-mail/FAX/Other mode of offers will be treated as non-responsive, defective, invalid and rejected. Only detailed complete bids received in proper mode prior to the closing time and date of the bids will be taken as valid.

16. Bid Opening and evaluation:

Bid opening:-

16.1. **Envelop No.1**- Containing the **Technical bid** alongwith cost of tender paper, bid security (EMD) and all the information documents shall be opened by the committee in the presence of the bidders or their representatives duly authorized by the bidder, who wish to be present. If the Bid security is not found as prescribed in the bid shall be summarily rejected.

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The representatives are required to bring photo identity card issued by the firm/employer and also a copy of the authorization as given in the Annexure.

16.2. **Envelop No.2** - Responsive bids containing duly filled in **financial bid** indicating the rates /prices as given in Financial Bid statement shall then be opened on scheduled date & time. The financial bids shall be opened of those bidders who qualify in Technical bid evaluation.

16.3 Both these two envelopes should be kept inside the **third envelope** superscripted with tender No. and “**Tender papers for supply of manpower/ personnel to MARKFED**”.

16.4 The committee shall examine/evaluate the bids to determine whether they full fill the illegibility criteria, submitted the requisite documents , meet the terms and conditions specified , complied with all the instructions contained therein, the requisite bid securities have been furnished, the bids have been properly signed and stamped, the bids are generally in order etc.

16.5 Only summery of prices quoted by the bidders will be read out.

17. Process to be confidential:

17.1. After the public opening of bid information relating to the examination, clarification, evaluation and comparisons of bids and recommendations concerning the award of contract shall not be disclosed to bidders or other persons not officially concerned with such process. No information relating to the above process (Evaluation of technical bids to finalization / execution of agreement with the selected bidder)

17.2. Any effort by the bidders to influence the Staff / Officers / Board of Directors of MARKFED in the process of the examination, clarification, evaluation and comparison of bids and decision concerning award of contract may result in the rejection of the bidders bid.

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18. Clarification of Bids:

To assist in the examination evaluation and comparison of bids the committee / official may ask bidders individually for clarification on their bids, including breakdowns of unit prices. The request of clarification and the response shall be in writing or by e-mail or fax but no change in the price substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered during the evaluation of the bids in accordance with clause thereof.

19. Determinations of Eligibility & Responsiveness:

19.1 The empowered committee will determine whether the bid is substantially to the requirements of the bid documents. For the purpose of these clauses, **a substantially responsive bid is one which confirms to all the terms and conditions and specifications to the bid documents without any deviation or reservation.**

19.2 A bid which in relation to the estimates of the empowered committee is unrealistically priced and which cannot be sustained satisfactorily by the bidder may be rejected as **non responsive**. Other guidelines like CVC guidelines may be followed in considering non-responsive bid.

20. Evaluation and Comparison of Bids :

20.1 Only such of the bids have been determined to be substantially responsive to the requirements of the bid documents. The determination of the bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

20.2 Bidders shall note that no preference of any nature will be given to any Bidder notwithstanding any custom usage or instructions to the contrary.

20.3 Evaluation of the bids will take into account as per eligibility criteria, terms & conditions etc. mentioned in the bid document. In addition the bid document, the following factors will also be considered during evaluation:

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- i) Arithmetical errors corrected in accordance.
- ii) Deviations and other factors which are in excess of the requirement of the bid documents or otherwise result in the accrual of unsolicited benefits to the MARKFED shall not be taken into account in bid evaluation.
- iii) A bid determined as substantially non responsive will be rejected by the MARKFED and shall not subsequent to the bid opening be made responsive by the correction of the non conformity.
- iv) Bids determined to be substantially responsive will be checked for any arithmetical error in computation and summation. Errors will be details as follows:
- v) Where there is discrepancy between amounts in figures and in words, amount in words will govern. Incorrectly added totals will be corrected.
- vi) In case there is any inconsistency between the rate and the value extended (after multiplication or otherwise with the tender quantity), the rate quoted shall prevail. If a bidder does not accept the correction of errors as outlined above, his bid is liable for rejection. No percentage rate (in case Govt. duties like TDS, service Charges etc.) will be accepted.
- vii) In case, there is any inconsistency in statutory dues like EPF, ESI, GST and other statutory dues, the government approved / prevailing rate will prevail and will be taken into account for determining L1(Lowest) bidder.
- viii) The bidder who qualifies the first stage (evaluation as per eligibility criteria in the bid document) shall be eligible for award of marks as per table here under.

Criteria	Marks
1. Annual Turnover (AT) i.e (Average of last 3 (three) financial years)	i) Annual Turnover more than or equal to 1 Cr. but less than or equal to 2 Cr-----→ 15 Marks
	ii) Annual Turnover more than or equal to 2 Cr. but less than or equal to 4 Cr-----→ 20 Marks
	iii) Annual Turnover more than 4 Cr--→25 Marks
2. Experience more than: > 3 years	10 Marks
Experience more than > 4 years	15 Marks
Experience more than > 5 years	20 marks

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22. Award of Contract:**Award Criteria**

Subject to the evaluation of financial bid, the contract shall be awarded to the bidder whose bid has been determined to be eligible and to be substantially responsive to the bid documents and who has offered the lowest evaluated bid provided further the bidder has the capability and resources effectively to carry out the contact works.

The name & address of the successful bidder(s) will be displayed in

23. Right to accept / reject any or all Bids:

The Managing Director, MARKFED reserves the right to accept or reject any bid including the lowest and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the grounds for the said action.

24. Notification of Award:

24.1 Prior to the expiration of the prescribed period of bid validity, the Managing Director, MARKFED will notify the successful bidder by Phone/fax or e-mail or Notice board of Office or letter confirming in writing that his bid has been successful.

24.2. The notification of award will constitute the formation of the contract.

24.3 In case of successful tenderer, the Earnest Money Deposit of Rs. 3,50,000.00 (Rupees Three lakh fifty thousand) will be adjusted towards Performance Security Deposit (P.S.G) and the Service Provider will deposit balance amount of Rs.5,00,000/- (Rupees Five lakhs) towards Performance Security Deposit on his request before execution of Agreement for providing manpower.

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24.4 Upon furnishing of performance guarantee (P.G)/ Performance Security deposit by the successful bidder in accordance with the provisions of Terms & Conditions of the tender, Managing Director will promptly notify the same in general Notice board of Office for signing the contract as per draft Agreement format.

25. Signing of Agreement:

Upon the receipt of the notification of award by the successful bidder, the successful bidder shall fill the Agreement (typed in non-judicial stamp paper worth Rs.100/-) in accordance with form of agreement included in the Bid documents and submit the same to the Managing Director within a week from the date of receipt of notification of award.

The Managing Director, MARKFED shall return the draft duly approved within 7 (Seven) days from the receipt of the draft and the successful bidder shall get the same engrossed and thereafter return the same duly signed and executed on behalf of the successful bidder, all at his own cost immediately on receipt of the approved draft.

26. Termination of Default :

26.1 The Managing Director, MARKFED may, without prejudice to any other remedy for breach of contract, by written notice of default as mentioned there in sent to the Service providing Agency , terminate this contract in whole in part , if ,

i). The Service providing Agency fails to deliver any or all personnel within the period(s) specified in the order or any extension thereof granted by the Managing Director, MARKFED:

ii). The Service providing Agency fails to perform any other obligation(s) under the Contract and the Service providing Agency, in either of the above circumstances does not remedy his failure within a period of 5days (or such longer period as the Managing Director, MARKFED may authorize in writing) after receipt of default notice from the Managing Director, MARKFED.

Signature of Issuing Authority

Signature of the tenderer

iii) In the events the MARKFED terminates the contract in whole or in part pursuant to Para 21.1 , Managing Director, MARKFED may procure , upon such manpower as it deems appropriate within the rate finalized in this contract and the Service providing Agency shall be liable to the Managing Director, MARKFED for any cost of such service . However the Service providing Agency shall continue the performance of the contract to the extent not terminated.

27. Termination for Insolvency:

The Managing Director, MARKFED may at any time terminate the Contract (Agreement) by giving notice to the Service providing Agency, without compensation to the Service providing Agency. If the Service providing Agency becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the MARKFED.

28. Set Off :

Any some of money due and payable to the Service providing Agency (performance guarantee deposit refundable to the firm) under this contract may be appropriated by the MARKFED-Odisha and set off the same against any claim of the Managing Director, MARKFED for payment of sum of money arising out to this contract or under any other contract made by the Service providing Agency with the Managing Director, MARKFED.

29. Settlement of disputes :

Both the Authority and the Manpower Service Provider agree that all disputes and differences arising out of or any matter touching the terms and conditions of this Agreement what-so-ever shall be referred to the sole Arbitration of the Registrar, Cooperative Societies, Odisha, Bhubaneswar or any other person appointed by the Registrar, Cooperative Societies, Odisha and there shall be no objection to any such appointment and the awards of such Arbitrator shall be final and binding on both the parties in all respects.

Signature of Issuing Authority

Signature of the tenderer

30. Force Majeure.

Neither the MARKFED nor the SPA shall be considered in default in performance of its / his obligations under this contract if such performance is prevented or delayed because of war, hostilities, revolution, civil commotion, strike, epidemic, accident, fire, wind, flood, earthquake, or because of any levy, order proclamation, regulation or ordinance of any Government or of any subdivision thereof or because of any act of God.

31. Mode of payment :

- a. Bills alongwith preceding months payment receipt of ESI & EPF be submitted at the office of the undersigned by 5th of each & every month.
- b. Payment against Bill / Invoice shall be released only after execution of the order and the quality/ performance of the manpower are found to the satisfaction of the MARKFED-Odisha. Payment will be made directly to the Service providing Agency through **RTGS or A/c Payee cheque only.**
- c. Payment to the personnel provided by Manpower Service Providing agency to MARKFED be made in time (within 1st week of the succeeding month) and intimation/ message over phone to that effect be sent immediately to the engaged personnel for better appraisal/ appreciation.
- d. No request for other mode of payment will be entertained. No advance payment will be made in any case.

32. Change in specification:

Specification given in the financial bid is final.

33. General/ Others:

- a. Under no circumstances the firm shall appoint any sub-contractor or sub lease the contract. If it is found that the contractor has violated these conditions, the order will be terminated forthwith without any notice and **performance guarantee (P.G) Deposit will be forfeited.**

Signature of Issuing Authority

Signature of the tenderer

- b. The bidders will be bound by the details furnished by him/her to MARKFED-Odisha while submitting the tender. In case, any of such documents furnished by him/her is found to be false at any stage, it would be deemed to be a breach of terms of contact making him/her **liable for legal action besides termination of contract.**

34. Annulment of the Award:

34.1 Failure of the successful bidder to comply with any of the requirements shall constitute sufficient ground for the annulment of award and forfeiture of the bid security & Performance Guarantee (P.G) in which event the Managing Director, MARKFED may make the award to any other bidder at the discretion of the MARKFED or call for new bids.

34.2 MARKFED reserves the right for **blacklisting / holidaying a bidder** for a suitable period in case he fails to honour his bid without sufficient grounds.

---XXXXXXXXXXXX---

Signature of Issuing Authority

Signature of the tenderer

Age limit & Educational Qualifications of different categories of personnel to be deployed in MARKFED.

SI No.	Category of personnel	Essential (minimum) Qualification
1.	Junior Engineer (Civil)	Degree in Civil Engineering/Diploma in Civil Engineering from any reputed Institute with minimum 3 years experience in Civil construction work or in similar line. He must be conversant with computer operation in Engineering Sector.
2.	Agriculture Consultant	Degree in Science stream having MBA qualification (preferably specialisation in Agril. Business).
3.	Accounts Assistant	Degree in Commerce stream having 50% of mark / ICWAI (inter) and having pass certificated of Tally software.
4.	Data Entry Operator	Graduate in any discipline with DCA/PGDCA. He/ She must have good speed in Odia DTP and well trained in M.S Office, internet, Excel & LAN function.
5.	Office Assistant	Graduate in any stream & two years experience in maintenance of accounts & book keeping etc.
6.	Security Guards	
	(a) Armed Guard	10 th Pass and having sound health, weight- 60 to 70 kg, height- 5' 6" and above with valid Gun licence from concerned district Authorities.
	(c) Lathi Guard	10 th Pass and having sound health, weight – 60 to 70 kg, height- 5' 6".
	(d) Trained civilian Guard.	10 th Pass and having sound health, weight – 60 to 70 kg, height- 5' 6".

N.B:- 1.Bidders (Tenderers) are to submit tender for all categories of personnel.

2. Age Limit:- For all categories of personnel age limit is above 18 years and not exceeding 40 years.

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3. The Remuneration will be released to the different categories of personnel as per Finance Deptt. circular No-28090/F of 22/09/2017. As such the monthly remuneration for D.E.O. is Rs.8880/-, office Asst. Rs.8750/-, J.E./Agril Extn. Asst. / Accounts Asst. is Rs.16880/-.

The wages in respect of Security personnel (Armed, Lathi & Trained civilian guard) will be released as per Notification No-6100 dtd.20/10/2020 of Labour Commissioner ODISHA. This amount is exclusive of ESI / EPF dues of employer's share as per Finance Deptt. Circular No-11835 dtd.31.03.2018. Further this rate is subject to revision, if allowed by Finance Deptt. / Co-operation Deptt. / Labour Commissioner.

TECHNICAL REQUIREMENTS FOR THE TENDERING

MANPOWER SERVICE PROVIDER

The tendering manpower service provider should fulfill the following technical specifications:

- (a) MARKFED requires deployment of manpower in all its branches, Area Offices, Purchase Centers and Godowns through-out the State. The registered office of the manpower service provider should be located within the jurisdiction of MARKFED i.e. at Bhubaneswar and Service Provider is to submit declaration of location of its branch offices in the State. The Service Provider agency should provide the name, designation, contact number, E-mail id of a person who will co-ordinate with the office of MARKFED.
- (b) It should be registered with the appropriate registering authority;
- (c) It should have at least '**Three Years**' experience in providing manpower to Government Departments, Public Sector Companies / Banks, etc (enclose required experience certificates)
- (d) It should have its own Bank Account in the name & style of the agency.
- (e) It should be registered with Income Tax and GST Departments
- (f) It should be registered with appropriate authorities under Employees Provident Fund, Employees State Insurance Acts and under Labour Act.
- (g) It should be registered under PSARA Act, 2005.
- (h) It should have execution of similar contracts during preceding 3 years.
- (i) It must provide an affidavit from Notary Public, declaring that the firm is not blacklisted by any service availing agency/Govt.
- (j) The minimum Annual Turnover of the Service Provider shall not be less than Rs. 100.00 lakhs in any one year of the preceding last three Financial Years (**Turnover should be in terms of payment received from Agencies**).

Signature of Issuing Authority

Signature of the tenderer

APPLICATION - TECHNICAL BID**For Providing Manpower Services to MARKFED**

1. Name of Tendering Manpower Service Provider: _____

2. Particulars of purchase of tender papers _____
3. Details of Earnest Money Deposit: DD No.date.....of drawn on Bank _____
4. Name of Proprietor/ Partner/ Director: _____

(Proprietor to enclose photograph with specimen signatures, Partnership Firm to enclose certified copy of Partnership Deed *and* certificate of Registration, photograph & signatures of partners, Registered Companies to enclose Memorandum & Article of Associations & certificate of Incorporation, photographs of Directors with specimen signatures.)
5. Address of Registered Office

Telephone No. FAX No, Mobile No. & E-Mail Address
6. Full address of Operating/ Branch Office
Telephone No. FAX No, Mobile No. & E-Mail Address
7. Name & telephone no. of Authorized Officer / person to liaise with Field Office(s)
8. Banker of the Manpower Service Provider (Attach certified copy of statement of A/c for the last Three years) : _____
Address & Telephone Number of Banker (s) _____
9. **PAN No./ GIR No. (Attach attested copy)**
10. **Registration No. under Contract Labour Act, 1970 issued by Labour Department)**
11. **GST Registration No.(Attach attested copy)** _____

*Signature of Issuing Authority**Signature of the tenderer*

12. E.P.F. Registration No. (Attach attested copy) _____
13. E.S.I. Registration No. (Attach attested copy) _____
14. PSARA Act 2005 Registration No.(Attach attested Copy) _____
15. Financial turnover of the tendering Manpower Service Provider for the last 3 Financial Years. (Balance Sheet duly signed by C.A firm to be attached)

Financial Year	Annual Turnover(in Lakhs)	Net-worth (in lakhs)
2017-18		
2018-19		
2019-20		

Additional information, if any:

(Attach separate sheet if space provided is insufficient)

16. Give details of the major similar contracts handled by the tendering Manpower Service Provider in Govt./PSU during the last year in the following format. (if the space provided is insufficient, a separate sheet may be attached) :

Sl. No.	Name of client address, telephone & Fax No.	Manpower services Provided during 2019-20		Amount of contract (in Lakhs)	Page No.
		Type of manpower Provided in Govt/PSU.	Nos.		
		Govt. Deptt.			
		Govt. Offices			
		Apex. Coop Bodies			
		Corporations			
		PSU			

17. Additional information, if any (Attach separate sheet, if required)

Date:
Place :

Signature of authorized person
Name with Seal

Signature of Issuing Authority

Signature of the tenderer

Annexure-1

DECLARATION

1. I,Son / Daughter /
Wife of Shri, aged about.....Proprietor/ Partner /
Director/ authorized signatory of the Service Provider, mentioned above, am competent to
sign this declaration and execute this tender document.

2. I have carefully read and understood all the terms and conditions of the tender
and undertake to abide by them.

3. The information / documents furnished along with the above application are true
and authentic to the best of my knowledge and belief. I / we, am / are well aware of the
fact that furnishing of any false information / fabricated document would lead to rejection of
my tender at any stage besides liabilities towards prosecution under appropriate law.

Signature of authorized person

Full Name:

Seal:

Date:

Place:

Signature of Issuing Authority

Signature of the tenderer

Annexure-2

LETTER OF AUTHORIZATION FOR ATTENDING BID OPENING

Tender No: _____ Dated: _____

To

The Managing Director
MARKFED-Odisha,
Old-Station Road,
Bhubaneswar -6.

Passport size
Photograph of
Authorised person

Subject: Authorization for attending bid opening on _____ (date) .

Dear Sir,

The following person is hereby authorized to attend the bid opening for the tender mentioned above on behalf of (Bidder) is given below.

Name Specimen Signature of Officer authorized to sign the bid documents on behalf of the bidder.

1. (Specimen Signature of the Authorized person)

Name:

The signature of Sri _____ is attested.

(Seal & Signature of the bidder)

Note:-

1. Only one representative shall be allowed.
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not produced.

Signature of Issuing Authority

Signature of the tenderer

Annexure-3**CHECK LIST****Mandatory documents provided with the Technical Bid**

Sl. No.	Name of the Document	Page No.
1	Application-Technical Bid	
2	Money Receipt / Demand Draft towards cost of Tender Document	
3	Demand Draft towards EMD	
4	Attested copy of Registration of Service Provider/Agency for deployment of manpower in all branches, Area Offices, Paddy Procurement units & godowns of MARKFED through-out the State.	
5	Attested copy of PAN/GIR card	
6	Attested copy of IT return filed during last 3 years	
7	Attested copy of EPF Registration Letter/certificate	
8	Attested copy of ESI Registration Letter/ certificate	
9	Attested copy of GST Registration certificate	
10	Attested copy of Registration Letter/ certificate under PSARA Act, 2005	
11	Attested copies of contract orders received from Govt. / PSU for deployment of manpower.	
12	Deed of Partnership, certificate of Registration, photographs & specimen signatures of Partners in case of partnership Firms/ or certificate of Incorporation, Memorandum and Article of Association, Photographs & specimen signatures of Directors in case of Registered Companies. Photographs & specimen signatures in case of proprietorship concern.	
13	Statement of accounts duly signed by C.A firm	
14	Copy of each and every pages of bid document to be signed & sealed by the Authorized signatory as a token of acceptance.	

Date:

Place:

Signature of Issuing Authority***Signature of the tenderer***

APPLICATION - FINANCIAL BID (in Bidder's letter Head.)**For providing Manpower to MARKFED**

1. Name of tendering Manpower Service Provider:
2. Bidder has to quote uniform rate of 'Service Charges' for all categories of manpower, it has to provide rate in terms of Rupees for each column in the prescribed table format.
3. Rate per person per month should be quoted as per revised monthly remunerations circulated by Finance Deptt. Circular No.28090/F dtd.22.09.2017 (indicated under Age limits and educational qualification for different categories) and remained in force at the time of entering into contract.
4. The revised remuneration is exclusive of ESI/EPF dues of the employer's share as per finance Deptt. circular no.11835/F dt.31.03.2018.
5. Remuneration less than the revised remunerations as per latest Finance Deptt. Circular, will be rejected.

Sl. No.	Manpower Type	Monthly Rate per Person per month								
		Revised Remuneration (Rs.)	EPF (Rs.)	ESI (Rs.)	Other Statutory dues if any (Rs.)	Total remuneration	Service Charge (Rs.)	GST (Rs.)	Grand Total (Rs.)	Total in words
		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(7)	(8)
1	Junior Engineer (Civil)									
2	Agri. Extn. Assistant									
3	Accounts Assistant									
4	Data Entry Operator									
5	Office Assistant									
6(i)	Security Guard (Armed)									
(ii)	Lathi Guard									
(iii)	Trained Civilian Guard									

Signature of Issuing Authority

Signature of the tenderer

In case of same rate in respect of Service Charges for individual manpower quoted by more than One Service Provider, the selection shall be made on the basis of the score in the technical bid evaluation. If marks secured in the technical bid is also same, then selection shall be made through public lottery.

Signature of authorized person

Date:

Full Name:

Place:

Seal:

Notes:

1. The total rates quoted by the tendering agency should be inclusive of all statutory / taxation liabilities in force at the time of entering into the contract.
2. The payment shall be made on conclusion of the calendar month only on the basis of no. of working days for which duty has been performed by each manpower.
3. **MARKFED will deduct statutory dues like TDS @2% on grossed billed amount as per provisions of Income Tax Acts & Rules as amended from time to time.**
4. EPF, ESI, GST & Cess is to be calculated as per existing Act & Rules. Evaluation Committee of MARKFED is authorized to make corrections in case of wrong calculation made by the bidder in respect of EPF, ESI, GST & Cess rate while determining the lowest-01 (L-1) bidder. In this regard the decision of the Managing Director, MARKFED is final and binding to all the bidders.

Signature of Issuing Authority

Signature of the tenderer

Annexure-4

DECLARATION

1. I, _____ Son / Daughter / Wife of
Shri..... Proprietor/ Director/ Authorized Signatory of
M/s_____ the bidder, mentioned above, I am competent to sign this
declaration and execute this tender document;

2. I have carefully read and understood all the terms and conditions of the tender and
undertake to abide by them;

3. The information / documents furnished along with the above application are true
and authentic to the best of my knowledge and belief. I / we, am / are well aware of the
fact that furnishing of any false information / fabricated document would lead to rejection of
my tender at any stage besides liabilities towards prosecution under appropriate law.

Date:

Signature of authorized person

Place:

Name:

Seal:

Signature of Issuing Authority

Signature of the tenderer

Annexure-5

**CERTIFICATE OF DECLARATION OF NEAR RELATIVES/ FAMILY MEMBERS /
PARTNERS / DIRECTORS**

AFFIDAVIT

I Sri ----- Aged about -----years, Son / daughter / wife of Sri ----
-----, Proprietor / partner /Director of M/s----- do hereby solemnly affirm
and declare as follows.

I am aware of the fact that the term 'family' shall mean husband / wife, unmarried
sons / daughters, married son leaving in the same mess (including adopted children) and
dependant parents. No person shall be appointed as SPA (Service Providing Agency) or
under this tender process, if s/he or any her / his family member has a commercial interest
in a business with MARKFED for which I intend to apply under this tender.

If the above declaration is found false / not true during scrutiny of the tender or the
currency of the contract, I shall be held liable for punishment for such breach of contract
and my agreement shall also be liable for termination. Apart from above, my
EMD (Security Deposit) & Performance Security Deposit shall also be forfeited.

Identified by me

Advocate.

Deponent

The above deponent being present before me & duly identified by Sri
_____, Advocate states on oath that the facts stated above are true to the
best of his / her knowledge.

Signature of deponent

Annexure-6

**CERTIFICATE OF DECLARATION
REGARDING BLACKLISTING**

AFFIDAVIT

I Sri _____, Aged about _____ years, Son / daughter / wife
of Sri _____, Proprietor / partner /Director of
M/s _____ do hereby solemnly affirm and declare that, my firm is not
Blacklisted /delisted or debarred or on Holiday list with any company of private /Public
Ltd. / Government Company/Govt. Deptt. from participating in the tender.

In case at any stage, it is found that the information given by me is false / incorrect,
MARKFED-Odisha shall have the absolute right to take any action as deemed fit / without
any prior intimation to me.

Identified by me

Advocate.

Deponent

The above deponent being present before me & duly identified by Sri
_____, Advocate states on oath that the facts stated above are true to
the best of his / her knowledge.

Signature of deponent

TERMS & CONDITIONS

GENERAL:-

1. The Agreement executed shall commence from the date of signing of Agreement i.e. from----- to ----- by both parties and continue for a period of one year unless it is curtailed or terminated by MARKFED owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc or change in requirements.
2. The Agreement shall automatically expire on completion of 1 (One) year run less extended further by the mutual consent of the Manpower Service Provider and Authority (MARKFED).
3. The Agreement may be extended, on the same terms and conditions or with some additions / deletions / modifications, for a further period maximum upto 3 years subject to renewal of contract after each year basing of the performance of the SPA.
4. The Manpower Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organization by whatever name be called.
5. The Manpower Service Provider shall deploy manpower of different categories as specified, as and when required by MARKFED in all its branches, Area Offices, Unit Offices, Paddy Procurement units & godowns through-out the State. MARKFED may increase or decrease the requirement of man power during the contract period on same terms and conditions.
6. The Manpower Service Provider will be bound by the details furnished by it to MARKFED while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of Agreement making it liable for legal action besides termination of the Agreement.
7. MARKFED reserves the right to terminate the Agreement during initial period also after giving 30 days notice to the Manpower Service Provider.

Signature of Issuing Authority

Signature of the tenderer

8. The persons deployed shall be required to work in right time at branches, Area Offices, Unit Offices, Paddy Procurement units & godowns of MARKFED and may be required to work beyond office hours(for emergency work) as and when necessary for which he would not be paid any extra remuneration. In case, the person deployed, remains absent on a particular day or comes late / leaves early on three occasions, proportionate deduction from the remuneration for one day will be made.

9. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with MARKFED so that optimal services of the persons deployed could be availed without any disruption.

10. The entire financial liability in respect of manpower services deployed in MARKFED shall be that of the Manpower Service Provider and MARKFED will in no way be liable. It will be the responsibility of the Manpower Service Provider to pay to the person deployed a sum not less than the remuneration quoted in the financial bid and adduce such evidence as may be required by MARKFED.

11. For all intents and purposes, the **Manpower Service Provider** shall be the **"Employer"** within the meaning of different Acts & Rules in respect of manpower so deployed. The persons deployed by the Manpower Service Provider shall not have any claim whatsoever like employer and employee relationship with MARKFED.

12. The Manpower Service Provider shall be solely responsible for redressal of grievances or resolution of disputes relating to persons deployed. MARKFED shall, in no way, be responsible for settlement of such issues whatsoever.

13. MARKFED shall not be responsible for any financial loss or any financial compensation for any injury caused to any person or financial compensation on death of any person deployed by the Manpower Service Provider in the course of their performing the functions/duties or for payment towards any compensation.

14. The persons deployed by the Manpower Service Provider shall not claim nor shall be entitled to pay, perks and other facilities as admissible to regular / confirmed employees of MARKFED during the currency or after expiry of the Agreement.

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Signature of the tenderer

15. In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the Manpower Service Provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity in MARKFED.

16. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment in MARKFED under the provisions of Acts and Rules before any Authority or Court. *Undertaking from the persons deployed to this effect* shall be required to be submitted by the Manpower Service Provider at the time of commencement of such deployment.

17. The Manpower Service Provider must be registered with the concerned Govt. Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation, GST etc. for deployment of manpower in any part of the State and the copies of the registration certificates should be submitted to MARKFED. The Manpower Service Provider shall comply with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970 & PSARA Act, 2005, at his own part and cost.

18. The Manpower Service Provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Manpower Service Provider. The Manpower Service Provider shall be responsible for depositing the contributions for both employer and employee towards Provident Fund and Employees State Insurance, and deposit GST, Cess with the concerned authority and furnish copies to MARKFED at the time of raising Bills each month.

19. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them and affidavit to this effect shall be submitted at the time of deployment.

20. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Office. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.

Signature of Issuing Authority

Signature of the tenderer

LEGAL:-

21. The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Manpower Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.

22. The Manpower Service Provider shall provide uniform dress, shoes, batons and photo identity cards in case of security personnel.

23. The Manpower Service Provider shall be solely liable to pay all statutory dues to the workmen including minimum wages payable to different types of worker as fixed by the State Government from time to time under the minimum wages Act and no extra claim in this regard shall be payable by MARKFED during the currency of the Agreement. The dues like E.S.I & E.P.F contributions will be paid by the Service Provider out of the lump-sum amount received and no extra claim will be entertained in this regard. Any claim of the workman regarding Employees Compensation Act, or any other labour laws and MARKFED shall have no liability in this regard.

24. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter amended / modified from time to time. Attested Xerox copies of such documents shall be furnished to MARKFED before payment of the Bills each & every month.

25. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of MARKFED or any other authority under Law.

26. The Tax deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax Act /Rules, as amended, from time to time and a certificate to this effect shall be provided to MARKFED.

27. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, MARKFED is put to any loss / obligation,

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Signature of the tenderer

monetary or otherwise, MARKFED will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Manpower Service Provider, to the extent of the loss or obligation in monetary terms.

28. The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed persons and non-payment of statutory dues. MARKFED will have no liability towards non-payment of remuneration to the persons employed by the Manpower Service Provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to MARKFED by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit of the Manpower Service Provider.

FINANCIAL

29. The Technical Bid should be accompanied with a Bank Draft/Money Receipt of Rs. 3,000.00/- (Rupees three thousand) only towards cost of bid document and an **Earnest Money Deposit (EMD)**, refundable without interest of Rs.3,50,000/- (Rupees three lakh fifty thousand) only in the form of Demand Draft drawn in favour of 'Odisha State Co-operative Marketing Federation Ltd.' on any Nationalized Bank payable at Bhubaneswar failing which the tender shall be rejected out rightly.

30. The Earnest Money Deposit (EMD) in respect of the agencies which do not qualify the Technical Bid (First Stage) / Financial Bid (Second competitive stage) shall be returned to them without any interest. In case of successful tenderer, the EMD amount will be adjusted towards Performance Security Deposit / P.G on request. However, if the Manpower Service Provider fails to deposit P.G within stipulated period from the date of issue of award, the EMD deposited by him shall be forfeited without giving further notice.

31. If the Manpower Service Provider fails to deploy the required manpower against the initial requirement within 30 days from the date of placement of order, the EMD shall stand forfeited, without giving further notice.

32. The successful bidder will have to deposit a **Performance Security Deposit (P.S.D)** of Rs. 3,50,000/- (Rupees five Lakhs) only, in the form of Demand Draft from any

Signature of Issuing Authority

Signature of the tenderer

Nationalized Bank drawn in favour of '**Odisha State Co-operative Marketing Federation Ltd.**' payable at Bhubaneswar.

33. The Earnest Money Deposit of **Rs 3,50,000.00/-** (Rupees three lakh fifty thousand) only will be adjusted towards Performance Security Deposit in case written request of the successful tenderer.

The successful tenderer will deposit the balance amount of **Rs.5,00,000.00/- (Rupees Five lakh)** only towards Performance Security Deposit before execution of Agreement for deployment of manpower in favour of MARKFED on any Nationalized Bank.

34. The Service Provider shall enclose the documentary proof of depositing the E.S.I & EPF contributions of the month along-with the bill for the said month, otherwise, the bill will not be cleared till such proof is submitted/ approved by the Managing Director, MARKFED and the time limit under the preceding clause will not be applicable.

In case of breach of any terms and conditions attached to the agreement, the Performance Security Deposit of the Manpower Service provider shall be liable to be forfeited besides annulment of the Agreement.

35. The Manpower Service Provider shall raise the bill, in triplicate, along with performance report & attendance sheet duly verified by MARKFED in respect of the persons deployed and submit the same to MARKFED in the first week of the succeeding month for release of payment by MARKFED. As far as possible the payment shall be released by the second week of the succeeding month, unless until any emergency arises.

36. The claims in bills regarding Employees State Insurance, Provident Fund, GST & Cess etc. should be necessarily accompanied with documentary proof pertaining to the preceding month. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished, which is at the discretion of MARKFED.

37. Any dispute on service charges claimed by the Manpower Service provider will be at the discretion of the discretion of the Managing Director, MARKFED.

Signature of Issuing Authority

Signature of the tenderer

38. The amount of penalty calculated @ 100/- per day on account of delay, if any, in providing a suitable substitute for the period beyond three working days by the Manpower Service Provider shall be deducted from its monthly bills in the succeeding month.

39. MARKFED reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.

40. In the event of any dispute arising in respect of the clauses of the agreement or its interpretation, the same shall be resolved through negotiation. Alternatively the dispute shall be referred to the Registrar, Cooperative Societies, Odisha, whose decision shall be final and binding on all parties.

41. The successful bidder will enter into an agreement with MARKFED for supply of suitable and qualified manpower as per requirement of MARKFED on the above terms and conditions.

DOCUMENTS TO BE SUBMITTED BY THE SUCCESSFUL MANPOWER SERVICE PROVIDER BEFORE DEPLOYMENT OF MANPOWER

1. List of Manpower short listed by agency for deployment containing full details i.e. date of birth, marital status, address, educational certificate and experience etc.
2. The Manpower service provider has to furnish Copy of Aadhar Card & other proof of identity like Voter Identify Card/PAN Card/Passport along-with Bio-data with two pass port size photographs of personnel to be deployed.
3. Undertaking from the persons to be deployed by the Service Provider indicating that he/she shall not claim any benefit or compensation or absorption or regularization in the office of the Authority (MARKFED) under the provisions of Acts & Rules before any authority or Court. The persons deployed during the course of their work are privy to certain qualified documents and information which they are not supposed to divulge to third parties.
4. Affidavit to the effect that the person should have good police record and no criminal case is pending against him.
5. Service Provider has to provide uniform dress, shoes, batons & photo identity card in case of Security personnel.
6. Any other document as per the terms & conditions of the agreement.

Signature of Issuing Authority

Signature of the tenderer